

### **PENDING CLAIMS**

Claims 1-27 are pending of which claims 1, 11 and 26 are independent and claims 21-27 are newly added. In the office action, claims 1-3, 6, 11-13 and 16 were rejected under 35 U.S.C. §102(b) as being clearly anticipated by Mital (U.S. Pat. No. 5,903,652). Claims 4, 5, 14 and 15 were rejected under 35 U.S.C. §103(a) as being unpatentable over Mital in view of Scholl et al. (U.S. Pat. No. 5,742,762). Claims 7-10 and 17-20 were rejected under 35 U.S.C. §103(a) as being unpatentable over Breen et al. (U.S. Pat. No. 6,598,027) in view of Scholl et al. These rejections are respectfully traversed.

### **DRAWINGS AND INFORMATION DISCLOSURE STATEMENT**

At the outset, the indication that the drawings and Information Disclosure Statement filed on March 14, 2001 have been respectively accepted and considered is noted with appreciation.

### **OATH/DECLARATION**

The office action states that the post office address has not been provided anywhere in the application papers. The post office address is the same as the residence address, which has been provided for each inventor in the declaration.

### **REJECTION UNDER 35 USC § 102**

The test for determining if a reference anticipates a claim, for purposes of a rejection under 35 U.S.C. § 102, is whether the reference discloses all the elements of the claimed invention. As noted by the Court of Appeals for the Federal Circuit in *Lindemann Maschinenfabrick GmbH v. American Hoist and Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir.

1984), in evaluating the sufficiency of an anticipation rejection under 35 U.S.C. § 102, the Court stated:

Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim.

Therefore, if the cited reference does not disclose each and every element of the claimed invention, then the cited reference fails to anticipate the claimed invention and, thus, the claimed invention is distinguishable over the cited reference.

Claims 1-3, 6, 11-13 and 16 were rejected under 35 U.S.C. §102(b) as being clearly anticipated by Mital. Independent claim 1 recites, “receiving a request for a web page from the client device and sending the request to a merchant web site.” Mital fails to teach these features.

The rejection states Mital discloses receiving an order request at an electronic commerce service 104 in column 8, lines 24-25. The order request of Mital does not include a request for a web page. Mital discloses the consumer computer 100 generates a secure purchase order message 102 and sends the message to the electronic commerce service 104. The secure purchase order message 102 contains a goods and service order, payment instructions and audit information identifying the merchant and general information about price and quantity of items purchased. *See* Mital, column 7, lines 49-65. The secure purchase order message 102, however, does not contain a request for a web page which is sent to a merchant web site.

Claim 1 also recites, “transforming the [requested] information [from the merchant web site] into the predetermined communication protocol and predetermined display format that is suitable for the client device.” Mital fails to teach transforming the information into the predetermined display format that is suitable for the client device.

The rejection states that Mital discloses, in column 10, lines 36-47, transforming the order request into protocol and format suitable for the customer computer and, in column 8, line 66-column 9, line 4, sending order receipt information back to the customer computer. In the passage cited in column 10, Mital discloses that gateway computers 206 translate messages between the protocol of the WAN 202 and the protocol of the LAN 208 in order to establish connections among merchant computers 108 and consumer computers 100. Mital, however, fails to teach that the gateway computers 206 or any other computers transform requested information from a merchant website into a predetermined display format that is suitable for a client device.

In the passage cited in columns 8 and 9, Mital discloses the merchant computer 108 receives confirmation whether sufficient funds are available to pay for a desired transaction and sends a receipt message to the consumer computer either denying or accepting the transaction specified in the purchase order message. Mital, however, does not teach transforming requested information from a merchant web site. The receipt message of Mital is not requested. Instead, the receipt message is generated based on whether sufficient funds are available to pay for a desired transaction. Mital also does not teach the receipt message is transformed into the predetermined display format that is suitable for the client device. Accordingly, Mital fails to teach all of the features contained in claims 1-10, and thus, these claims are believed to be allowable.

Claim 11 recites a mediator configured to transform “the product information into a plurality of communication protocols and display formats.” Mital fails to teach transforming product information from a merchant into a plurality of display formats. Thus, claims 11-20 are believed to be allowable.

**REJECTIONS UNDER 35 USC § 103**

Claims 4, 5, 14 and 15 were rejected under 35 U.S.C. §103(a) as being unpatentable over Mital in view of Scholl et al. Claims 4 and 5, are dependent on independent claim 1, and claims 14 and 15 are dependent on independent claim 11. Thus, claims 4, 5, 14 and 15 are believed to be allowable based at least on their dependencies of respective independents claims. In addition, it would not have been obvious to combine Scholl et al. with Mital because the references are unrelated. Scholl et al. is directed to network management software and Mital is directed to a secure e-commerce system. Thus, claims 4, 5, 14 and 15 are believed to be allowable.

Claims 7-10 and 17-20 were rejected under 35 U.S.C. §103(a) as being unpatentable over Breen et al. in view of Scholl et al. Claims 7-10 are dependent on independent claim 1 and claims 17-20 are dependent on independent claim 11. Thus, claims 7-10 and claims 17-20 are believed to be allowable based at least on their dependencies of respective independents claims.

In addition, neither Breen et al. nor Scholl et al. teach or suggest the features of independent claims 1 and 11. Thus, claims 7-10, which are dependent on claim 1, and claims 17-20, which are dependent on claim 11, are believed to be allowable.

If the Examiner intended to combine the combination of Breen et al. and Scholl et al. with Mital to teach the features of claims 7-10 and 17-20, the rejection must provide motivation for combining Breen et al. and Scholl et al. with Mital. *See* MPEP § 706.02(j). The rejection, however, fails to provide motivation for combining Breen et al. and Scholl et al. with Mital. Thus, the rejection fails to establish a *prima facie* case of obviousness. In addition, it would not have been obvious to combine Breen et al. with Mital or Scholl et al. Breen et al. discloses using an intermediary to facilitate electronic auctions over a computer

network. The intermediary, for example, initiates delivery of regulated goods to a winning bidder. *See Breen et al.*, Abstract. Neither Mital nor Scholl et al. disclose an auction service. As described above, Scholl et al. is unrelated to ecommerce and is directed to a network management system. Mital et al. discloses an ecommerce service that audits secure transactions between consumer computers and merchant computers by storing information related to purchase orders from consumer computers. Mital, however, does not perform any services related to electronic auctions. Thus, it would not have been obvious to combine Breen et al. with Scholl et al. or Mital. Accordingly, claims 7-10 and 17-20 are believed to be allowable.

#### **NEWLY ADDED CLAIMS**

Claims 21-27 are newly added. Claims 21-23 are dependent on claim 1 and claims 24 and 25 are dependent on independent claim 1. Claims 21-25 are believed to be allowable for at least the same reason as their respective independent claims. In addition claim 1 recites receiving a request for product information from the merchant web site. Support for this feature is provided on page 6, lines 54-6 of the specification. Mital fails to teach or suggest a mediator receiving a request for product information. Claims 22 and 23 are directed to actively or passively interrogating a source to identify a virtual identifier, which may include a URL of a merchant website providing product information. Support for these features is provided on pages 14 and 15 of the specification. None of the prior art teaches or suggests interrogating a source to identify a virtual identifier. Claims 24 and 25 include similar features to claims 21-23 not taught by the prior art. Independent claim 26 and dependent claim 27 are similar to claims 1 and 2, and are believed to be allowable for at least the same reason as claims 1 and 2.

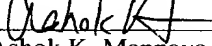
**CONCLUSION**

As all of the outstanding rejections have been traversed and all of the claims are believed to be in condition for allowance, the Applicants respectfully request issuance of a Notice of Allowability. If the undersigned attorney can assist in any matters regarding examination of this application, the Examiner is encouraged to call at the number listed below.

Respectfully submitted,

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